

San Luis Obispo County

Healthcare Coalition Memorandum of Understanding



San Luis Obispo County Public Health Emergency Preparedness Program
2180 Johnson Avenue, 2nd Floor, San Luis Obispo, CA 93401

**San Luis Obispo County Healthcare Coalition
Memorandum of Understanding**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to help participating healthcare organizations coordinate before, during and after an emergency to ensure an effective response in the community. This MOU helps participating healthcare organizations quickly obtain emergency assistance in the form of personnel, equipment, materials, information and other associated services during disasters. Furthermore, this MOU may help participating healthcare organizations meet requirements for having mutual aid agreements (see Attachment B).

This MOU describes a voluntary coalition between the participating healthcare organizations located in San Luis Obispo County. This document is not intended to replace each organization's disaster plan. The terms of this MOU are to be incorporated into each healthcare organization's disaster plan.

II. Background

The Hospital Preparedness Program (HPP) grant requires that each participating hospital, clinic and provider enter into a voluntary memorandum of understanding for the sharing of personnel, resources and information during and after a medical/health disaster or other event. MOU participants agree to voluntarily share resources only when resources are available, with the receiving organization agreeing to replace or pay the cost of the resource. An MOU participant is not required to share resources which it believes are needed to maintain its own operations.

Further, the HPP grant requires that each participating healthcare organization enter into a voluntary MOU stating their roles and responsibilities during the planning, response and recovery phases of medical/health disasters or other events.

The San Luis Obispo County Healthcare Coalition MOU is designed to outline the roles and responsibilities of participating healthcare organizations and establish a process for resource sharing among the hospitals, clinics and healthcare providers in San Luis Obispo County.

The San Luis Obispo County Healthcare Coalition MOU augments the government authorized mutual aid process used during times of a declared or actual disaster or emergency.

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III. Definitions

Receiving organization: Organization receiving mutual aid resources. Resources received may include personnel, equipment, supplies, pharmaceuticals and/or information.

Providing organization: Organization providing mutual aid resources to meet the needs of a receiving organization (defined above). Resources provided may include personnel, equipment, supplies, pharmaceuticals and/or information.

IV. Participating Healthcare Organization Roles and Responsibilities

A. Planning

During the planning phase, each healthcare organization participating in this MOU agrees to do the following to the best of their ability:

- Establish and maintain relationships with healthcare partners and local emergency response partners
- Regularly share information with other Healthcare Coalition members
- Participate in Coalition meetings
- Review plans, policies and procedures that are developed by Healthcare Coalition members and provide feedback.
- Provide subject matter expertise on public health emergency preparedness matters
- Participate in training, drills and exercises
- Maintain emergency supplies for disaster response
- Develop organization disaster response, recovery and continuity of operations plans

B. Response

During the response phase, each healthcare organization participating in this MOU agrees to share the following available resources to the best of its ability:

- Personnel
- Equipment
- Supplies
- Pharmaceuticals
- Information

1. Reimbursement: The default process for reimbursement of utilized resources is located in Attachment A. Any deviation from the default process must be agreed upon between the receiving and providing organizations in writing.

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2. Implementation: Only the Incident Commander at each healthcare organization has the authority to activate the process of sharing of mutual aid resources.
3. Resource Request Process: The process for requesting medical and health mutual aid resources will be coordinated by the San Luis Obispo County Medical Health Operational Area Coordinator (MHOAC) and the Region I Regional Disaster Medical Health Coordinator (RDMHC). The MHOAC and RDMHC are available through the San Luis Obispo County Health Officer via the Watch Commander 24/7 at 805-781-4553.

C. Recovery

During the recovery phase, each healthcare organization participating in this MOU agrees to do the following to the best of their ability:

- Begin recovery planning as soon as the response phase begins
- Return facility to pre-event status in terms of staffing, supplies and equipment, communications, EMS services, facility use, medical records, standards of care and finance.
- Resume day-to-day functions
- Monitor staff, patients, residents and volunteers for signs of stress, illness or needed intervention

V. Administration

The San Luis Obispo County Public Health Department will maintain the original MOU documents and provide copies to all participating healthcare organizations. The Public Health Department will also maintain correspondence, notices, modifications, and other documents related to this MOU.

All correspondence with the Public Health Department should be sent to:

San Luis Obispo County Public Health Emergency Preparedness Program
2180 Johnson Ave, 2nd Floor
San Luis Obispo, CA 93401
Attn: HPP Coordinator

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VI. Term and Termination

The terms of this MOU will commence on the date this MOU is signed by both parties and will continue in full force and effect until modified or terminated as provided herein. This MOU may be modified by mutual written agreement by all healthcare organizations participating in the MOU at the time of modification. An individual organization may terminate its participation in this MOU by providing thirty (30) days written notice to the County of San Luis Obispo Public Health Department of its intent to terminate.

SIGNATURE PAGE FOLLOWING

**San Luis Obispo County Healthcare Coalition
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IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on behalf of:

Healthcare Organization Name

By:

Authorized Signature

Date

Title

COUNTY OF SAN LUIS OBISPO PUBLIC HEALTH DEPARTMENT

By:

Authorized Signature

Date

Title

Submit this original signature page to:

County of San Luis Obispo Public Health Emergency Preparedness Program
2180 Johnson Ave, 2nd Floor
San Luis Obispo, CA 93401
Attn: HPP Coordinator

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Attachment A

DEFAULT PROCESS FOR REIMBURSEMENT

REIMBURSEMENT:

The process for reimbursement during times of disaster will be conducted as outlined below.

Loaned Equipment:

The receiving healthcare organization shall return to the providing organization any and all equipment borrowed during the time of a disaster. Equipment shall be returned to the providing organization in the same condition in which it was received in a timely manner. The receiving healthcare organization shall bear all of the costs associated with shipping and receiving the borrowed equipment.

Loaned Supplies, Materials or Pharmaceuticals (Consumables):

The receiving healthcare organization shall return to the providing organization as soon as feasibly possible an exact replacement inventory of borrowed consumables. It shall be the receiving healthcare organization's responsibility to pay for any costs related to shipping the consumables back to the providing organization.

Loaned Personnel:

The receiving healthcare organization shall reimburse the providing organization compensation for all borrowed personnel during times of disasters. Reimbursement rates shall be based on the current compensation rate for personnel as provided by the providing organization. The receiving healthcare organization is only responsible to reimburse the providing organization for the cost of wages for personnel that are specifically requested. Responding personnel who have not been specifically requested shall be considered volunteers.

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Attachment B

REFERENCES

1. National Incident Management System (NIMS)

Homeland Security Presidential Directive (HSPD)-5 *Management of Domestic Incidents* called for the establishment of a single, comprehensive national incident management system. As a result, the U.S. Department of Homeland Security released the National Incident Management System (NIMS) in March 2004. NIMS provides a systematic, proactive approach guiding departments and agencies at all levels of government, the private sector, and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life, property, and harm to the environment.

All hospitals and healthcare systems receiving Federal preparedness and response grants, contracts or cooperative agreements (e.g., Hospital Preparedness Program grants) must work to implement the National Incident Management System (NIMS). Compliance with the NIMS requires healthcare organizations to implement all 14 NIMS Objectives. NIMS Objective #4 specifically requires that Grant Recipients, "Participate in interagency mutual aid and/or assistance agreements, to include agreements with public and private sector and nongovernmental organizations".

Reference: Homeland Security Presidential Directive 5 (HSPD-5)

2. U.S. Department of Health and Human Services

Healthcare organizations that receive FY 2013 HHS Assistant Secretary for Preparedness and Response (ASPR) funding are required to implement and report on all 14 NIMS implementation objectives.

3. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 100-707)

Encourages the development of comprehensive disaster preparedness and assistance plans; achieves greater coordination and responsiveness; and provides Federal assistance programs for losses sustained in disaster.

4. California Disaster Assistance Act (CDAA)

Provides state financial assistance for recovery efforts to counties, cities, and/or special districts after a state disaster has been proclaimed. Agencies that have an agreement with local government to provide a service and are requested by local government to provide the identified services in an emergency, may be eligible to receive CDAA funds.

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5. California Department of Public Health Services (CDPH)
The 2012/2013 Application Guidance for Local Hospital Preparedness Program Entities requires HPP entities (Local Health Departments) to develop a Memoranda of Understanding for the sharing of information, staff, and other resources.
6. Joint Commission
Healthcare organizations that are accredited through the Joint Commission are required to have mutual aid agreements to comply with Cooperative Planning Emergency Management Standards EM.01.01.01, EM.02.02.03
7. CA Code of Regulations, Title 22, Social Security, Division 5, Subsection 72551
Health Facilities, Home Health Agencies, Clinic and Referral Agencies licensed through the CA Department of Public Health, Licensing and Certification must have, "A written external disaster and mass casualty program plan shall be adopted and followed. The plan shall be developed with the advice and assistance of county or regional and local planning offices and shall not conflict with county and community disaster plans. A copy of the plan shall be available on the premises for review by the Department." Authorities cited: Sections 208 (a) and 1275, Health and Safety Code. Reference: Section 1276, Health and Safety Code.
8. Code of Federal Regulations, Title 42: Public Health, Part 416
In order to be Medicare-certified, Ambulatory Surgical Centers must comply with federal standards, including maintaining a written disaster plan and coordinating the plan with State and local authorities. Authorities cited: 73 FR 68811
9. Medical and Health Emergency Operations Manual (EOM)
The EOM standardizes medical and health operational processes and establishes performance goals. The EOM also outlines the role and responsibilities of the Medical and Health Operational Area Coordinator (MHOAC). The EOM is available online at
www.bepreparedcalifornia.ca.gov/Documents/FinalEOM712011.pdf

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Attachment C

PARTICIPATING HEALTHCARE ORGANIZATIONS

NOTE: This is a template page. Once organizations sign MOU, they will be added to this attachment.